

computers, training, software, maintenance, and electrical connections necessary to use the services purchased effectively.

24. ☒ I certify that I am authorized to submit this request on behalf of the above-named entities, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

27. Printed name of authorized person	John W. Trissel, Jr
28. Title or position of authorized person	Technology Coordinator
29. Telephone number of authorized person:	(540) 245 - 5138 ext.

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C.Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C.Sec. 1001.

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests.

For more information, refer to the "Service Provider Role in Assisting Customers" at

www.sl.universalservice.org/vendor/manual/chapter5.doc
or call the Client Service Bureau at 1-888-203-8100.

[<< Previous](#)[Reset](#)[Next >>](#)

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[HOME](#) | [CANCEL](#) | [HELP](#)**FCC Form 470**

Universal Service Program Description of Services Requested and Certification Form



FCC Form

Approval by OMB
3060-0806**470****Schools and Libraries Universal Service
Program Description of Services Requested
and Certification Form**

At this point you have filled in all information for the Form 470 application. The final steps in the process are to:

- a. **Verify** a final time that all information is correct in each block you have completed. Use the "Print Preview" button at the bottom of this screen to review your work. If you decide that you need to make corrections, hit "Previous" to go back and make changes.

Use your browser to print a copy of the Form 470. Click on your browser's "File" button, and select the "Print" option while you are using "Print Preview".

Click the "Submit" button at the bottom of this screen to electronically submit your Form 470 to the SLD.

IMPORTANT NOTE: by clicking "Submit" you are simultaneously releasing your completed application to the SLD for posting.

- b. You must click "Submit" to file your Form 470 and begin the required 28-day posting period. If you do not click "Submit," you **MAY NOT** file a Form 471 pursuant to a Form 470.

PLEASE NOTE: After you "submit" this Form 470, you have one more step to complete. The next screen will describe the certification process for the Form 470. You will be given the choice to certify (sign) this Form 470 either electronically via a PIN system, or manually by printing out a certification page for signature.

<< Previous

Submit

Print Preview

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[HOME](#) | [CANCEL](#) | [HELP](#)**FCC Form 470**

Universal Service Program Description of Services Requested and Certification Form

**Entity Number: 126479****Applicant's Form****Identifier: 112602****Contact Person: John W. Trissel,
Jr****Phone Number: 540-245-5138**

Please choose one of the following options to continue certification:

Form 470 Application#: 542580000435951

This is the final step in completing your Form 470. You may sign this document either electronically through the use of a PIN, or you may print out a certification page, sign it, and then mail it to the address listed below.

For Electronic Certification, click the Electronic Certification button and you will view the electronic certification screen of Block 5. On this page you will enter the User ID that you created when requesting your PIN from the SLD, and your SLD PIN. If you do not have a PIN, you can request one using the "Request a PIN" button. If you have applied for a PIN but have not yet received one and want to E-Cert later, you can close out and come back later using Certify Complete from the Main Menu.

[Electronic Certification](#)

For users that do not have a PIN and are eligible for one, click "Request a PIN." The authorized person named on one of the following forms can apply for a PIN:

- (1) a Form 471 for Funding Year 2 or later that was approved for funding or
- (2) a Form 486 for Funding Year 2 or later that was successfully data entered.

[Request a PIN](#)

Paper Certification - After clicking the "Paper Certification" button, you will view the final screen of Block 5.

- (1) Use Paper Certification ONLY if you are not Electronically Certifying your

470.

(2) Print out (using your browser), sign, and send in this Block 5 certification page. When you print Block 5 using your browser, the form will automatically include your Form 470 Application Number, Applicant Name, and Applicant Address. Item (25) must be signed by the person who will certify to the accuracy of the information on the form. Mail the signed Block 5 to:

SLD - Form 470
P.O.Box 7026
Lawrence, KS 66044-7026

If sent by express delivery services or U.S. Postal Service, Return Receipt Requested, the form should be mailed to:

SLD - Form 470
c/o Ms.Smith
3833 Greenway Drive
Lawrence, KS 66046

[Paper Certification](#)

Note: If you need to print a Paper Certification and are not currently connected to a printer, you can close out and come back later using Certify Complete from the Main Menu.

To Return to the Main Menu of this site, click the "Main Menu" button.

[Main Menu](#)

FCC Form 470

Universal Service Program Description of Services Requested and Certification Form

**Entity Number: 126479****Applicant's Form Identifier: 112602****Contact Person: John W. Trissel, Jr Phone Number: (540)245-5138**

FCC Form

Approval by OMB

3060-0806

470**Schools and Libraries Universal Service
Program Description of Services Requested
and Certification Form****Form 470 Application Number: 542580000435951****19. The applicant includes:(Check one or both)**

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the Elementary and Secondary Education Act of 1965, 20 U.S.C. Secs. 8801 (14) and (25), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges and universities).

20. All of the individual schools, libraries, and library consortia receiving services under this application are covered by:

- a. ☒ individual technology plans for using the services requested in the application; and/or
- b. ☐ higher-level technology plans for using the services requested in the application; or
- c. ☐ no technology plan needed; application requests basic local and/or long distance telephone service only.

21. Status of technology plans (if representing multiple entities with mixed technology plan status, check both a and b):

- a. ☒ technology plan(s) has/have been approved by a state or other authorized body.
- b. ☐ technology plan(s) will be approved by a state or other authorized body.
- c. ☐ no technology plan needed; application requests basic local and/or long distance telephone service only.

22. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.

23. ☒ I recognize that support under this support mechanism is conditional upon the school(s) or library(ies) I represent securing access to all of the resources, including

computers, training, software, maintenance, and electrical connections necessary to use the services purchased effectively.

24. ☒ I certify that I am authorized to submit this request on behalf of the above-named entities, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. Signature User ID: jtrissel	PIN:	26. Date 11/26/2002
27. Printed name of authorized person John W. Trissel, Jr		
28. Title or position of authorized person Technology Coordinator		
29. Telephone number or authorized person: (540) 245-5138		
<p>ATTENTION: If you are signing Form 470 using the PIN assigned to you by SLD, you are reminded that using the PIN is equivalent to your handwritten signature on the form. Your use of the PIN to affirm these certifications means that should they prove untrue, you will be held to the same enforcement standards as those who affirm the certifications on paper. Also, by using the PIN, you are affirming that you have the authority to make these certifications and represent the entity featured in Block One of this funding request.</p>		
Please Check to affirm your compliance <input checked="" type="checkbox"/>		

Form 470 Application Number: 542580000435951
AUGUSTA COUNTY SCHOOL DISTRICT
69 JAMES ANDERSON ROAD
FISHERSVILLE, VA 22939-

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests.

For more information, refer to the "Service Provider Role in Assisting Customers" at

**www.sl.universalservice.org/vendor/manual/chapter5.doc
or call the Client Service Bureau at 1-888-203-8100.**

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of a FCC statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Done

FCC Form 470

Universal Service Program Description of Services Requested and Certification Form

**Entity Number: 126479****Applicant's Form Identifier: 112602****Contact Person: John W. Trissel, Jr Phone Number: (540)245-5138**

FCC Form

Approval by OMB
3060-0806**Do not write in this area****470****Schools and Libraries Universal Service
Program Description of Services Requested
and Certification Form****Form 470 Application Number: 542580000435951****19. The applicant includes:(Check one or both)**

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the Elementary and Secondary Education Act of 1965, 20 U.S.C. Secs. 8801 (14) and (25), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
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23. ☒ I recognize that support under this support mechanism is conditional upon the school(s) or library(ies) I represent securing access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to use the services purchased effectively.

24. ☒ I certify that I am authorized to submit this request on behalf of the above-named entities, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. Signature Cert ID = 13690	26. Date 11/26/2002
27. Printed name of authorized person John W. Trissel, Jr	
28. Title or position of authorized person Technology Coordinator	
29. Telephone number or authorized person: (540) 245-5138	
<p>ATTENTION: If you are signing Form 470 using the PIN assigned to you by SLD, you are reminded that using the PIN is equivalent to your handwritten signature on the form. Your use of the PIN to affirm these certifications means that should they prove untrue, you will be held to the same enforcement standards as those who affirm the certifications on paper. Also, by using the PIN, you are affirming that you have the authority to make these certifications and represent the entity featured in Block One of this funding request.</p> <p>Please Check to affirm your compliance <input checked="" type="checkbox"/></p>	

Form 470 Application Number: 542580000435951
AUGUSTA COUNTY SCHOOL DISTRICT
69 JAMES ANDERSON ROAD
FISHERSVILLE, VA 22939-

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If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

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Done



Universal Service Administrative Company
Schools & Libraries Division

FORM 470--Receipt Notification Letter
(Funding Year 2003: 07/01/2003--06/30/2004)

December 02, 2002

AUGUSTA COUNTY SCHOOL DISTRICT
John W. Trissel, Jr
69 JAMES ANDERSON ROAD
FISHERSVILLE, VA 22939

Re: Applicant's Form Identifier: 112602
Form 470 Application Number: 542580000435951
Entity Number: 126479
Date Form 470 Posted: 11/26/2002
Allowable Vendor Selection/Contract Date: 12/24/2002

We are pleased to inform you that the Schools and Libraries Division (SLD) has received your FCC Form 470, "Description of Services Requested and Certification Form," complete with your signed certification. The posting date is noted above. This letter provides important information about the processing of your Form 470 application. Please read this letter carefully and retain it for your records and future reference.

The Form 470 Application Number listed above has been assigned by the SLD and will be used to track your Form 470. This number must be provided on each FCC Form 471, "Services Ordered and Certification Form," that cites this Form 470. Any applicant who relies on this Form 470 will need to know this Form 470 Application Number. You may wish to share this number with those schools and/or libraries featured in this application to assist them in their preparation of Form 471.

The purpose of the Form 470 is to open a competitive bidding process for the services desired. The Form 470 applicant is responsible for ensuring an open, fair competitive process and selecting the most cost-effective provider of the desired services. Please be aware that if a service provider was involved in the preparation or certification of your FCC Form 470, this could taint the competitive bidding process and result in the denial of your funding requests. The Form 470 must be completed by the entity that will negotiate with potential service providers. It cannot be completed by a service provider who will participate in the competitive bidding process as a bidder.

If you believe that a service provider was improperly involved in the submission of this Form 470, you should cancel this Form 470 and submit a new one if you wish. To cancel a Form 470, call the Client Service Bureau at 1-888-203-8100 and follow their instructions. Please also refer to the "Service Provider Role in Assisting Customers" at www.sl.universalservice.org/vendor/manual/chapter5.doc or call the Client Service Bureau for information on proper service provider involvement in the preparation and submission of the FCC Form 471.

You should save all competing bids for services to be able to demonstrate that the bid you chose is the most cost effective, with price being the primary consideration.

Remember also that you cannot seek discounts for services in a category of service on the Form 471 if those services in those categories were not indicated on a Form 470.

FCC rules require that requests for tariffed or month-to-month services and requests for new contractual services be posted on the SLD web site for a period of 28 days before selecting a vendor, to provide for a competitive bidding process. State or local laws may require a longer procurement cycle. This 28-day waiting period must occur before you may execute any contracts for contracted services, before you select your vendor for tariffed or month-to-month services, and before you sign and submit your Form 471. In addition, if you are seeking support on your Form 470 for the first time for services delivered under a multi-year contract signed on or before July 10, 1997, the SLD cannot process your Form 471 until the 28-day waiting period has elapsed.

The date that contracts can be executed for contracted services or that selection can be made for a vendor providing tariffed or month-to-month services is listed above as the "Allowable Vendor Selection/Contract Date."

For information about the filing window for FCC Form 471 for discounts on services to be provided for Funding Year 2003, check the Schools and Libraries web site at www.sl.universalservice.org. Information about the filing window will be posted when it becomes available.

It is important to remember that not all requested services will necessarily be approved for discounts. Your FCC Form 471, "Services Ordered and Certification Form," will be subject to review by the SLD for a determination of funding eligibility before funds are committed. (This review will consider all program rules, including eligibility of discount recipients and the eligibility of services for which discounts are requested.) In addition, availability of funds will be a factor in funding decisions. Therefore, you should consider the possibility of a denial of funding or a level of funding below your request, and include appropriate contingencies in contracts for any or all of the requested services.

Thank you for your interest in the Schools and Libraries program. If you have any questions, please call the SLD Client Service Bureau at 1-888-203-8100.

Schools and Libraries Division
Universal Service Administrative Company

Dedicated Internet Service Agreement

1154 Shenandoah Village Drive, Waynesboro, VA 22980



Store/Market: _____ Salesperson ID: 10157 Contract Number: _____
Account Number: _____ Approval: _____

User Information and Service Address

Customer Name: **Augusta County Public Schools**
First MI Last

Company Name: **Augusta County Public Schools**
For Business Accounts Only

Physical Address: **69 James Anderson Rd.**
Cannot be PO Box. Must be physical Address

City, State, Zip: **Fishersville, Va. 22939**

County: _____

City, Town or County of
Primary Usage: _____

Business Address: **Fishersville, Va. 22939**
Only if different from Physical Address

City, State, Zip: **Fishersville, Va. 22939**

Home No.: _____
(if applicable)

Daytime No.: **245-5142**
(required)

Internet User Name and Password (if applicable)

Desired User Name: _____
Up to 8 characters in length, no capital letters

Password: _____
Up to 8 characters in length, no capital letters

Service Rate Plan

Rate Plan Name: **10 Meg Internet**

Service Rate \$: **\$ 2,500.00**

Length: Monthly _____ 1 Year _____
2 Year _____ 3 Year _____
5 Year **X**

Early Termination Fee: Customer Initials _____
Customer agrees to remain a subscriber of NTELOS service on the above referenced plan (or higher) for the above referenced period from the date hereof. In partial consideration for customer's commitment, NTELOS agrees to discount and/or furnish the customer with the above referenced promotion. If prior to the end of the commitment period, customer terminates service for any reason or is disconnected for cause, customer agrees to pay NTELOS the difference between the contracted rate and the month to month rate multiplied by the number of months service was received.

Payment Method

Visa: _____ Discover: _____
Master Card: _____ AMEX: _____

Card No.: _____

EXP Date: _____

Bank Draft (Please include voided check)

Routing Number: _____
(9 digits)

Bank Number: _____

Bill To Account: _____

Purchase Order No.: _____

Tax Exempt: Yes _____ No _____

Tax ID: _____

Customer E-mail Addresses (customer owned domain may be used instead of _____@ntelos.net)

Real Name: _____
E-Mail User: (up to 21 characters in length, no capital letters) _____@ntelos.net
User Name: _____ Password: _____

Real Name: _____
E-Mail User: (up to 21 characters in length, no capital letters) _____@ntelos.net
User Name: _____ Password: _____

Real Name: _____
E-Mail User: (up to 21 characters in length, no capital letters) _____@ntelos.net
User Name: _____ Password: _____

Notes / Special Situations / Promotions (use separate sheet for additional Notes and Special Situations if needed)

Rate Adaptive ethernet: Customer will be charged for average throughput used 90% of billing cycle, with a 10 megabit minimum (rate floor). Maximum throughput is double the rate of the floor

Financial Responsibility

Signature: Terms and Conditions My signature hereunder acknowledges that I have read and understand the terms and conditions stated above and on the back and that I have agreed to those terms. I authorize any person or consumer reporting agency to comp.

Sales Representative's Signature: *Mike Baker* Date: *11/31/03*

Mike Baker 10157
Sales Representative's Name (Print):

Responsible Party's Signature: *John W. Trissel, Jr.* Date: *1/31/03*

John W. Trissel, Jr.
Responsible Party's Name (Print):

(Signing indicates that Representative has verified customer ID via current picture ID)

Sales Person: Forward a copy of this form, when completed, to NTELOS Sales Engineering for processing Provide a signed copy of all pages of this contract to the customer

EXHIBIT

tabbies

B

Internet Services Agreement Terms and Conditions

NTELOS.net and all of its subsidiary companies (herein referred to as the "Company") are owned and operated by Ntelos, Inc., a company that has been a leader in quality communications services for over 100 years.

BY USING ANY NTELOS.NET MEDIA AND/OR ACCESSING ANY OF THE COMPANY'S INTERNET SERVICE PROVIDING FACILITIES, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

- USE.** NTELOS.net maintains no control over the content of any information passing through its facilities. You are solely responsible for any activities to or from or through your account. NTELOS.net services may only be used for lawful purposes. Transmission or storage of any material in violation of any Federal law or state law or any other restricted-use regulation is expressly prohibited. Violations include, but are not limited to, copyrighted material, threatening or obscene material, trade secrets, or any material protected by other legitimate restrictions.
- WARRANTY.** No warranty is made by the Company regarding any information, service or product provided through, in connection with, or located on the computers at NTELOS.net facilities or elsewhere accessible through your account. The Company hereby expressly disclaims any and all warranties, including without limitations, any warranties as to the availability of, merchantability of, or fitness for a particular purpose of the Company's services. Any software contained on the distribution media is provided "as is" and without warranty of any kind. Use of freeware and shareware programs that may be included on distribution media or obtained from the company in any way are governed by their respective licensing agreements and may contain restrictions on use including, but not limited to the requirement(s) to pay the author(s) a specified amount after a trial period has elapsed.
- LIABILITY.** You agree to indemnify and hold harmless NTELOS.net from any claims resulting from your use of its services or any part of its services. NTELOS.net will not be responsible for any damages or costs that you and/or your business may suffer or incur when using any NTELOS.net service. Such damages or costs may include, but are not limited to: loss of income, loss of data, delays in service or interruptions in services caused by the Company's own negligence or your errors or omissions or acts of God (such as thunderstorms, floods, etc.), non-deliveries, missed deliveries, electrical surge/damage/interference, communications line failure, theft or destruction of or unauthorized access to your account information, alteration of or other use of records by any person or entity whether in breach of contract or through negligence or under any other cause of action, any extemporaneous costs incurred by you in the use of your account (including, but not limited to, telephone company charges for long distance and toll calls, access fees required by any subscription services, equipment upgrades.)
- Users may not use our services to send, or relay, unsolicited bulk electronic mail ("SPAM"). Violation of this rule may constitute grounds for terminating your account(s).
- Users may not resell or distribute any NTELOS.net services in whole, or in part, without the express written consent of the Company. Violation of this rule and any other contract with the Company may constitute grounds for terminating your account(s).
- Unauthorized access via NTELOS.net to any computer, facility, network, or combination of any or all of the proceeding is strictly forbidden. Such actions will result in the termination of the offending account and such incidences may be referred to authorities as deemed necessary.
- SERVICE RATES & FEES.** Rates are set forth on the NTELOS.net web site and may be given as the same or adjusted by approved Marketing & Sales promotions, quantity discounts, or other discounts or programs sponsored by NTELOS.net. The Company will provide 30 days written notice of pricing or service area changes. You will then have 14 days from the date of this notice to provide NTELOS.net with a written request to terminate service and incur no liability. Otherwise you will be billed at the appropriate new pricing.
- BILLING AND CREDITS:** Users will receive monthly or periodic billing, dependent upon the terms of the account. Billing may be via a monthly statement or invoice or as a direct deduction from a checking account (ACH) or by credit card debit. Should you have questions about fees, please call the Customer Care Center toll-free at 1-877-4-NTELOS. Credits or account adjustments made because of or promised for any reason require pre-approval by the Accounting Manager, the Internet Services Manager or a properly empowered designate. Adjustments will be processed as promptly as is practicable within the operations of good business order and will be reflected on a subsequent billing statement. You may cancel your account at any time. NTELOS.net does NOT issue refunds for unused services. Accounts on term pricing are subject to a \$100.00 cancellation fee, or the remainder of the contract, whichever is less. Certain accounts, such as DSL or Dedicated Internet Service contracts, may have different cancellation fee schedules as outlined in a contract. Errors or alleged errors in billing are not grounds for you to withhold payment from NTELOS.net. Users with a limited number of hours in their service plan agree to pay the balance of the unlimited service rate in any month where usage is in excess of their designated service. For non-recurring charges, such as web site development, network installations, or other services rendered above and beyond Internet access via a communications line, payment is due upon receipt of the invoice. If you have given your credit card number to NTELOS.net as your monthly payment preference, you expressly authorize NTELOS.net to charge the credit card for any access service charges and additional usage that is automatically billed. It is your responsibility to inform NTELOS.net of any changes to the credit account, such as new expiration dates for reissued cards, stolen or misplaced cards. Failure to notify NTELOS.net of changes in credit card account status could result in service interruption. If you selected ACH bank draft as your monthly payment preference, a voided check must be on file at NTELOS.net within 10 days after your sign up date. A faxed copy is sufficient. If NTELOS.net does not receive a canceled check within the time limit above, the account will be subject to interruption until appropriate records are on file. By providing us with your bank information, you expressly authorize NTELOS.net to debit your checking account for any access service charges and additional usage that is automatically billed.
- A parent or legal guardian (a.k.a. responsible adult) must authorize accounts for persons under the age of 18. The responsible adult is responsible for payment and agrees with the terms and conditions herein, as evidenced by a proper signature on the NTELOS.net Service Agreement.
- DEFAULT:** Accounts are in default if payment is not received within 25 days after the date of invoice. If your payment is returned to us unpaid, you are immediately in default and subject to a returned check or failed credit card charge of \$20 from us. All customers are subject to a late fee of 1.5% of the outstanding balance for any unpaid balances after 25 days. Accounts in default may have their service interrupted. Such interruption does not release you from the obligation to pay the account charges. Only a written request to terminate your service relieves you of your obligation to pay the monthly or annual account charge.
- You may neither make your password available to others nor allow others to give you their password nor in any way allow others to use your account. The use of email aliases attached to your account are the exception to this statement, and you remain liable for the use of such email aliases under terms and conditions herein set forth. You may not attempt to find or in any manner search out or aid and abet in an attempt by any other person to find the password of another user.
- All dial-up accounts time-out if left idle for an extended period of time. Users with an "unlimited" dial up access account may use their account as often as they like for as long as they like, providing that the user is actually in front of his/her computer operating it. All users may not attempt to defeat our idle time-out regulations. Full time connections to our service are actually dedicated services. Dedicated services (maintaining an open access for more than 8 hours) are classified and rated differently. Violation of this policy may lead to termination of your services and/or the processing of an appropriate billing standard for such access.
- NTELOS.net maintains session timers and idle time-out features on all non-dedicated Internet accounts.
- Customers using their own routers or dedicated servers are responsible for maintaining their own network security. NTELOS.net reserves the right to immediately interrupt or terminate services to customers whose network settings cause harm to the NTELOS.net network or its reputation. This includes, but is not limited to, open SMTP mail relays and incorrect gateway and proxy server settings.
- Any access to other networks through NTELOS.net must comply with the service agreements appropriate for that other network.
- These terms and conditions unless amended in writing and approved by all Parties, supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Legal remedies and/or any other execution of terms and conditions set forth herein are pursued under the laws of the State of Virginia. Should any term, condition or combination thereof, as herein stated, be deemed not in compliance with current laws and regulations, the remainder of this Agreement remains in force. NTELOS.net reserves the right to change the terms and conditions at any time, without written notice including, but not limited to, monthly service fees.
- PRIVACY POLICY:** NTELOS.net does not share any customer information with any outside entity unless by appropriately served court order.

Acceptable Use Policy

- Harassment by email, in any form, is prohibited.
- Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material ("e-mail SPAM"). Customers are explicitly prohibited from sending unsolicited bulk mail messages. This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it. If a recipient asks to stop receiving e-mail, the Customer must not send that person any further e-mail. NTELOS.net will charge \$65.00 per hour per employee who must be used to answer complaints generated by "junk mail", parse mail logs to track "junk mail", and any other associated tasks that are generated by such activities.
- Creating or forwarding "chain letters" or other "pyramid schemes" of any type is prohibited.
- Malicious e-mail, including, but not limited to, "mail bombing" (flooding a user or site with very large or numerous pieces of e-mail) will result in termination of services.
- Unauthorized use or forging of mail header information to hide identity is prohibited.
- Use of unsolicited e-mail originating from the NTELOS.net network or networks of other Internet Service Providers on behalf of, or to advertise any service hosted by NTELOS.net, or connected via the NTELOS.net network is prohibited.
- Customer agrees to secure open SMTP ports to prohibit mail relaying by third parties. In addition the Customer agrees to conform to the protocols and standards defined in the following Internet documents: RFC1812, RFC 2644, RFC1122, RFC1123 and additional classifications as appropriate.
- In the event that communications by a Customer do not conform to these standards, or if the customer makes use of the NTELOS.net network to the detriment of NTELOS.net or NTELOS.net customers, NTELOS.net reserves the right to restrict that Customer's network use until they give a suitable undertaking as to use.
- Spamming and/or cross-posting irrelevant messages to Usenet newsgroups for the purpose of advertising, proselytizing or anything other than the expressed purpose of the newsgroup(s) is prohibited.
- Reselling or distribution of NTELOS.net services including, but not limited to, multiple dial-up sessions on a single account is strictly prohibited, and may result in account termination.
- Any use of the NTELOS.net network for the creation of or relay of illegal materials and/or fraudulent information is strictly prohibited.

Customer Signature: _____

Date: _____



T1-PRI Contract

1154 Shenandoah Village Drive, Waynesboro, VA 22980

Billing Information

Customer Name: Augusta County Public Schools

First

MI

Last

Daytime Contact Number: 245-5142

Company Name: Augusta County Public Schools

For Accounts in Business Name Only

Physical Address: 69 James Anderson Rd.

Cannot be PO Box. Must be physical Address

City, State, Zip: Fishersville, Va. 22939

Billing Address: P.O. Box 252

City, State, Zip: Fishersville, Va. 22939

Sales Engineering Project:

Yes

No

Transport Charge (DS1, T1, etc.)

Number of Circuits: 1 - 100meg Transport

Cost Per Circuit:

\$

1,500.00

Term (MTM, 1Yr., 3 Yr., 5 Yr.): 5 Year

Total Monthly Cost:

\$

1,500.00

DID Block Information

No. of DID Blocks:

Cost per Block:

Total Block Cost:

PRI Service Information

Number of PRIs:

Term (MTM, 1Yr., 3 Yr., 5 Yr.):

Charge Per PRI:

Total PRI Cost:

Number of Channels:

Total Channel Charge (\$2.00 per channel):

Total Monthly Cost:

Caller ID Information

Caller ID:

Cost Per Circuit:

Total Caller ID Cost:

Channelized T1 Information

Term (MTM, 1Yr., 3 Yr., 5 Yr.):

Number of Lines:

Per Line/Trunk Charge:

Total Monthly Cost:

T1-PRI Terms and Conditions

Customer agrees to remain a subscriber of NTELOS for the service(s) and for the term stated above. If Customer disconnects for any reason or is disconnected for non-payment of service, Customer agrees to pay NTELOS the following early termination reimbursement charges and applicable taxes. If contract is terminated:

Prior to the end of the 6th month of this Agreement: Customer shall pay 100% of the Fees remaining for disconnected services up to the 6th month anniversary of this Agreement and 50% of the Fees remaining for disconnected services for the remainder of the term of the Agreement.

After the end of the sixth month of this Agreement: Customer shall pay 50% of the Fees remaining for disconnected services for the remainder of the term of the Agreement.

Total Monthly Fee and One Time Fee

Federal Subscriber Line Charge:

Total Monthly Fee:

\$

1,500.00

One Time Fee:

NOTE: The cost of this service does not include taxes and other fees.

Signatures

John W. Trissel Jr. 1/31/03
Customer's Signature: Date:

Print Customer's Name:

Mike Baker 1/31/03
Account Executive's Signature: Date:

Mike Baker

10157

Print Account Executive's Name:

NOTES:

Approval (as needed):

Customer Care 1(800)232-0457
(Repair)

Terms and Conditions - High Capacity Service

This Agreement is made between Augusta County Public Schools (herein called "Customer") and NTELOS (herein called "Company"). Customer has requested T1 or PRI ISDN service from NTELOS at 69 James Anderson Rd. Fishersville, Va. 22939 (herein called "Premises"). The Customer and the Company hereby agree as follows:

I. Tariff Application

Service is provided by Company subject to the terms and limitations stated in Company's General Customer Service Tariff, including the provisions of the Tariff concerning the liability of Company. In cases where there is a conflict between this Agreement and the Tariff, the Tariff shall govern.

II. Installation

Company is responsible for installing and maintaining Service to the Network Interface. Company will use all commercially reasonable efforts to make the Service available on or before the Requested Service Date. Customer agrees to obtain all necessary consents to install the High Capacity Service from any third parties having an interest in the Premises.

Customer agrees to furnish and place at the Premises, at its expense, any necessary conduits and electrical current required to operate the High Capacity Service. Customer shall, at its expense, provide necessary openings and ducts for cable and conductors in floors and walls.

At the Company's request, Customer will provide the Company with floor plans and/or prints showing the location of all such conduits, electrical work, openings, and ducts. The floor plan and/or prints will also show the locations and types of CPE to be installed. The Company will review these plans and will inform the Customer of any changes needed in such plans. After the Company has reviewed the plans, the Customer understands and agrees that no changes may be made to the plans without the written approval of the Company. Customer agrees that if changes are requested by Customer after the service has been implemented/built that

III. Limitation of Company Liability

The Service is furnished by the Company in accordance with the limitation of liability provisions contained in the Tariff, including:

- (i) Service Irregularities - The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to the Company.
- (ii) Interruption of Service - In view of the possibility of errors and difficulties occurring in the transmission of messages by telephone, and the impossibility of fixing the cause therefore, Customer assumes all risks connected with the service except as follows: If service is interrupted otherwise than by negligence or willful act of Customer, an allowance at the minimum rate for the telephone facilities and class of service in effect at the time of the interruption shall be made for the time such interruption continues after notice and demand to the Company. No other liability shall in any case attach to Company.

IV. Customer Obligation and Liability

Customer shall be responsible for:

Ensuring the compatibility of Customer's equipment with Service provided by Company, providing adequate space and environment to operate Company and Customer equipment; providing electrical power necessary to operate Company and Customer equipment on premises; provide a route suitable to provide Company's cable access to Customer's telephone room; pay Company for any damages caused to its equipment by Customer's negligence or willful acts or by fire, electrical or lightning surges, water damage, or any other cause except Company's gross negligence or willful misconduct; pay all of Company's charges for time and materials resulting from diagnosing problems caused by Customer's failure to comply with this Agreement.

V. Payment

- (i) The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons. The customer is responsible for payment of any sales, gross receipts, excise, access or other local, state, and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Services
- (ii) A Late Payment Charge of 1.5% applies to any unpaid balance carried forward from a monthly bill to the next month's bill, including all long distance charges billed by the Company on behalf of interchange carriers and alternate operator service providers.
- (iii) Upon non-payment of any amounts owing to the Company, the Company may, with notice, discontinue or suspend service without incurring any liability.

VI. Continuation of Services

At the end of the term of this Agreement as shown on the front of this Agreement the Agreement shall automatically continue on a month to month basis, unless either party terminates this Agreement by providing written notice at least 30 days prior written notice.

VII. General Provisions

- (i) Failure of either party to give notice of default or to enforce any term or condition of this Agreement, or any waiver of any term or condition of this Agreement shall not constitute permanent or general waiver of that term or condition. The provision of Service hereunder will not create a partnership, joint venture, or agency relationship between the parties nor result in a joint communications service offering to any customer of either Company or Customer.
- (ii) The provision of Service hereunder will not create a partnership, joint venture, or agency relationship between the parties nor result in a joint communications service offering to any customer of either Company or Customer.
- (iii) If Company seeks to enforce any term or condition of this Agreement or any obligation arising out of or related to this Agreement, then Company shall be entitled to recover, in addition to any other remedies, its actual attorneys' fees, court costs, costs of investigation, and any other related costs or expenses.
- (iv) Customer agrees not to use the Service or any facilities or equipment of Company for any unlawful purpose.
- (v) Customer shall not assign or transfer any or all of its rights or obligations under this Agreement without Company's prior, written consent.

(vi) If any term or condition in this Agreement is, to any extent, held invalid or unenforceable in any respect, then the remainder of the Agreement shall not be affected, and each remaining term and condition shall be valid and enforceable to the fullest extent permissible by law.

(vii) This Agreement, and all matters arising out of or related to it, shall be governed by the laws of the State where Service is provided.

VIII. Notices

Notices under this Agreement shall be in writing and delivered to the persons whose names and business addresses appear below. The effective date of any notice under this Agreement shall be the date of delivery of such notice. The address for Notice to the Customer shall be the Customer's billing address.

The address for Notice to the Company is:

Manager, Customer Care, 1154 Shenandoah Village Drive, Waynesboro, VA 22980

Customer Signature: _____

Date: 1/31/03



SERVICE AGREEMENT

(Intrastate ICB)

Customer Name	Augusta County Schools	("Customer")	Main Billing Tel. No:	540-245-5142
and address:	69 James Anderson Rd., Fishersville, Va., 22939		ICB Case No.	2003-238691

Services. Customer hereby requests and agrees to purchase from the undersigned Verizon company ("Verizon") the services identified in Exhibits A, B, & C attached to this Agreement, and as further described in Verizon's applicable tariffs, (the "Services") for the service period stated in the attached Exhibit applicable to such Service (the "Service Period"), subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof. The Services will be provided under the terms of this Agreement to the Customer locations specified in the attached Exhibit(s).

Charges. Customer will pay the rates and charges set forth in the attached Exhibit(s) and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s). Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon National Contracts Repository, MC:HQW02L25, 700 Hidden Ridge, Irving, TX, 75038, with a copy to Regional Sales Mgr., 600 East Main Street, 6th fl., Richmond, Virginia, 23219. Notices shall be deemed effective five business days after such mailing.

Miscellaneous. (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any governmental or regulatory approval required by law in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

Tariffs and Limitation of Liability. The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibits attached hereto) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:

THE SCHOOL BOARD OF AUGUSTA COUNTY, VIRGINIA

By John W. Trissel, Jr.
Name/title John W. Trissel, Jr. JECG Comm
Date 2/11/03

VERIZON VIRGINIA, INC.

By Cynthia L. C. Wray
Name/title Cynthia L. C. Wray / RSM
Date 03/05/2003



EXHIBIT

C

Verizon company name: Verizon Virginia Inc. (referred to in this Exhibit as "Verizon")

State: Virginia

Customer name: Augusta County Schools

ICB-M Case No.: 2003-238691

Customer must sign and date this Agreement on or before May 1, 2003 or the proposed Service arrangement and pricing will no longer be available. This Agreement shall not be considered fully executed until signed by both parties.

1. Services and Quantity Commitments. Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, under separate individual case basis agreement or formal amendment to this Agreement.

<u>Quantity</u>	<u>Service Item</u>	<u>Monthly Unit Rate</u>	<u>Non-recurring Charge / Unit</u>
8	10 Mbps Transparent LAN Service	\$750.00	\$100.00
1	10 Mbps Switch Installation Charge	NA	\$52,000.00
1	100 Mbps Transparent LAN Service	\$2,000.00	\$100.00
1	100 Mbps Switch Installation Charge	NA	\$25,000.00

2. Effective Date/Regulatory Filing and Review. This Agreement, and any subsequent amendment(s), may be filed with the Virginia State Corporation Commission ("Commission") and become effective upon the in-service date defined below. This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its lawful jurisdiction.

3. Service or Term Period. Customer shall purchase such Services for a period of forty eight (48) consecutive months from the in-service date. The in-service date shall be the date, on which Verizon's provisioning has been completed and the Service is available for Customer's use.

4. Termination Charges. If Customer cancels this Agreement in whole or in part or terminates any Services prior to the expiration of the Service Period, Customer shall pay to Verizon a termination charge equal to 100% of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation. Termination charges will not apply if an exception contained in Verizon's applicable tariff applies.

5. Additional Provisions.

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Service Continuation. (i) If, at the time of expiration of the Service period, a new agreement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, discontinuance of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be disconnected upon the expiration of the Service period for this Agreement if a new agreement is not effective as defined above.

(ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract to continue the Services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the initial term to allow the parties to finalize a new agreement. Written notice must be provided by Customer at least 30 days prior to the end of the original termination date.

c. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. Facilities. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual



• written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.

e. Customer Responsibilities:

1. The Customer must provide a conduit/protected path for all fibers inside the building.
2. The Customer must provide conditioned power (surge protection) for the ESCON and network management equipment. Uninterrupted Power Supply (UPS) is highly recommended.
3. The Customer is responsible for any damage to the equipment due to power problems.
4. The Customer must contact the VBSC when power is being interrupted to prevent unnecessary personnel dispatches.
5. Customer must provide floor space for one 23"x12"x7'0" relay rack or 30"x30"x7'0" cabinet, or provide cabinet or relay rack space to mount the WSL equipment. This equipment may be wall mounted, customer must provide adequate wall space and power.
6. Customer must provide 110 VAC power for the equipment.
7. Customer must provide a UPS if required.
8. Customer must provide a building ground wire and general lighting in the vicinity of the equipment.

6. Locations. The Services shall be provided to Customer under the terms hereof at the following locations. Other Customer locations may be added to this Agreement only upon mutual assent of the parties.

Elementary Schools (10 MBPS):

Verona
G.K.Stump
Churchville

High Schools (10 MBPS):

Wilson Memorial
Riverhead
Fort Defiance
Buf Gap

Middle Schools(10 MBPS):

Beverly Manor

Technical Center (100 MBPS)



Verizon company name: Verizon Virginia Inc. (referred to in this Exhibit as "Verizon")

State: Virginia

Customer name: Augusta County Schools

ICB-M Case No.: 2003-238691

Customer must sign and date this Agreement on or before May 1, 2003 or the proposed Service arrangement and pricing will no longer be available. This Agreement shall not be considered fully executed until signed by both parties.

1. Services and Quantity Commitments. Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, under separate individual case basis agreement or formal amendment to this Agreement.

<u>Quantity</u>	<u>Service Item</u>	<u>Monthly Unit Rate</u>	<u>Non-recurring Charge / Unit</u>
1	10 Mbps Transparent LAN Service	\$750.00	\$100.00
1	10 Mbps Special Construction- Craigsville Elementary	NA	\$2,926.20
1	10 Mbps Switch Installation Charge- Craigsville Elementary	NA	\$6,500.00

2. Effective Date/Regulatory Filing and Review. This Agreement, and any subsequent amendment(s), may be filed with the Virginia State Corporation Commission ("Commission") and become effective upon the in-service date defined below. This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its lawful jurisdiction.

3. Service or Term Period. Customer shall purchase such Services for a period of forty eight (48) consecutive months from the in-service date. The in-service date shall be the date, on which Verizon's provisioning has been completed and the Service is available for Customer's use.

4. Termination Charges. If Customer cancels this Agreement in whole or in part or terminates any Services prior to the expiration of the Service Period, Customer shall pay to Verizon a termination charge equal to 100% of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation. Termination charges will not apply if an exception contained in Verizon's applicable tariff applies.

5. Additional Provisions.

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Service Continuation. (i) If, at the time of expiration of the Service period, a new agreement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, discontinuance of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be disconnected upon the expiration of the Service period for this Agreement if a new agreement is not effective as defined above.

(ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract to continue the Services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the initial term to allow the parties to finalize a new agreement. Written notice must be provided by Customer at least 30 days prior to the end of the original termination date.

c. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. Facilities. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to



provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described above. Due to the distance between Verizon's facilities and Customer specified locations, the Services set forth herein may not be deployable. In the event Verizon determines that the sites specified by Customer are beyond Verizon's capability to facilitate the provisioning of the Services, Verizon may terminate this Exhibit B without liability to Customer, and provide written notification thereof. Billing shall commence upon the successful installation of the Services.

e. Customer Responsibilities:

1. The Customer must provide a conduit/protected path for all fibers inside the building.
2. The Customer must provide conditioned power (surge protection) for the ESCON and network management equipment. Uninterrupted Power Supply (UPS) is highly recommended.
3. The Customer is responsible for any damage to the equipment due to power problems.
4. The Customer must contact the VBSC when power is being interrupted to prevent unnecessary personnel dispatches.
5. Customer must provide floor space for one 23"x12"x7'0" relay rack or 30"x30"x7'0" cabinet, or provide cabinet or relay rack space to mount the WSL equipment. This equipment may be wall mounted, customer must provide adequate wall space and power.
6. Customer must provide 110 VAC power for the equipment.
7. Customer must provide a UPS if required.
8. Customer must provide a building ground wire and general lighting in the vicinity of the equipment.

6. Locations. The Services shall be provided to Customer under the terms hereof at the following locations. Other Customer locations may be added to this Agreement only upon mutual assent of the parties.

Elementary Schools (10 MBPS):

Craigsville



Verizon company name: Verizon Virginia Inc. (referred to in this Exhibit as "Verizon")

State: Virginia

Customer name: Augusta County Schools

ICB-M Case No.: 2003-238691

Customer must sign and date this Agreement on or before May 1, 2003 or the proposed Service arrangement and pricing will no longer be available. This Agreement shall not be considered fully executed until signed by both parties.

1. **Services and Quantity Commitments.** Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, under separate individual case basis agreement or formal amendment to this Agreement.

<u>Quantity</u>	<u>Service Item</u>	<u>Monthly Unit Rate</u>	<u>Non-recurring Charge / Unit</u>
1	10 Mbps Special Construction	NA	\$32,387.32
1	100 Mbps Special Construction	NA	\$1,498.00

2. **Effective Date/Regulatory Filing and Review.** This Agreement, and any subsequent amendment(s), may be filed with the Virginia State Corporation Commission ("Commission") and become effective upon the in-service date defined below. This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its lawful jurisdiction.

3. **Service or Term Period.** Customer shall purchase such Services for a period of forty eight (48) consecutive months from the in-service date. The in-service date shall be the date, on which Verizon's provisioning has been completed and the Service is available for Customer's use.

4. **Termination Charges.** If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. Termination charges will not apply if an exception contained in Verizon's applicable tariff applies.

5. **Additional Provisions.**

a. **Conditions.** The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. **Service Continuation.** (i) If, at the time of expiration of the Service period, a new agreement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, discontinuance of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be disconnected upon the expiration of the Service period for this Agreement if a new agreement is not effective as defined above.

(ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract to continue the Services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the initial term to allow the parties to finalize a new agreement. Written notice must be provided by Customer at least 30 days prior to the end of the original termination date.

c. **Detariffing.** In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. **Facilities.** Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.



Date

VZ Generated By: [Contract Mgr's/Specialist's Initials - Date]
VZ Approved To Form: [Contract Mgr's/Legal's Initials -

6. **Locations.** The Services shall be provided to Customer under the terms hereof at the following locations. Other Customer locations may be added to this Agreement only upon mutual assent of the parties.

Elementary Schools (10 MBPS):

Verona
G.K.Stump
Churchville

High Schools (10 MBPS):

Wilson Memorial
Riverhead
Fort Defiance
Buf Gap

Middle Schools(10 MBPS):

Beverly Manor

Technical Center (100 MBPS)





Universal Service Administrative Company
Schools & Libraries Division

FUNDING COMMITMENT DECISION LETTER

(Funding Year 2003: 07/01/2003 - 06/30/2004)

June 9, 2003

AUGUSTA COUNTY SCHOOL DISTRICT
JOHN W. TRISSEL, JR
69 JAMES ANDERSON ROAD
FISHERSVILLE, VA 22939

Re: Form 471 Application Number: 346753
Funding Year 2003: 07/01/2003 - 06/30/2004
Billed Entity Number: 126479
Applicant's Form Identifier: 010603

Thank you for your Funding Year 2003 E-rate application and for any assistance you provided throughout our review. Here is the current status of the funding request(s) featured in the Funding Commitment Report at the end of this letter.

- The amount, \$146,541.34 is "Approved".

Please refer to the Funding Commitment Report on the page following this letter for specific funding request decisions and explanations.

NEW FOR FUNDING YEAR 2003

The Important Reminders and Deadlines immediately preceding this letter are provided to assist you throughout the application process.

NEXT STEPS

- Review technology planning requirements
- Review CIPA Requirements
- File Form 486
- Invoice the SLD using the Form 474 (service providers) or Form 472 (Billed Entity)

FUNDING COMMITMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Report for the Form 471 application cited above. The enclosed report includes a list of the Funding Request Number(s) (FRNs) from your application. The SLD is also sending this information to your service provider(s) so preparations can be made to begin implementing your E-rate discount(s) upon the filing of your Form 486. Immediately preceding the Funding Commitment Report, you will find a guide that defines each line of the Report.

TO APPEAL THIS DECISION:

If you wish to appeal the decision indicated in this letter, your appeal must be RECEIVED BY THE SCHOOLS AND LIBRARIES DIVISION (SLD) WITHIN 60 DAYS OF THE ABOVE DATE ON THIS LETTER. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and e-mail address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify which Funding Commitment

Decision Letter (FCDL) you are appealing. Indicate the relevant funding year and the date of the FCDL. Your letter of appeal must also include the applicant name, the Form 471 Application Number, and the Billed Entity Number from the top of your letter.

3. When explaining your appeal, copy the language or text from the funding synopsis that is at the heart of your appeal, to allow the SLD to more readily understand and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep copies of your correspondence and documentation.
4. Provide an authorized signature on your letter of appeal.

If you are submitting your appeal on paper, please send your appeal to: Letter of Appeal, Schools and Libraries Division, Box 125 - Correspondence Unit, 80 South Jefferson Road, Whippany, NJ 07981. Additional options for filing an appeal can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We encourage the use of either the e-mail or fax filing options to expedite filing your appeal.

While we encourage you to resolve your appeal with the SLD first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be RECEIVED BY THE FCC WITHIN 60 DAYS OF THE ABOVE DATE ON THIS LETTER. Failure to meet this requirement will result in automatic dismissal of your appeal. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We strongly recommend that you use either the e-mail or fax filing options because of continued substantial delays in mail delivery to the FCC. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Universal Service Support Mechanism. Applicants who have received funding commitments continue to be subject to audits and other reviews that the SLD and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. The SLD may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by the SLD, the applicant, or the service provider. The SLD, and other appropriate authorities (including but not limited to USAC and the FCC), may pursue enforcement actions and other means of recourse to collect erroneously disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
Universal Service Administrative Company